

# **EXHIBIT A**

SEP-04-2008 12:45

## **Eastern Livestock**

1 812 949 9060 P.01/01

SEP-04-2008 12:45 Eastern Livestock 1 812 949 9050 E-01/01

\$214,000.00

September 4, 2008  
Lott, Texas

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, STEVE WILLONBERG, individually, and on behalf of K&S LIVESTOCK, of P.O. Box 124, Lott, Texas 76656 (hereinafter referred to as "Debtor"), promise to pay ON DEMAND to the order of EASTERN LIVESTOCK CO. INC., of 135 W. Market Street, New Albany, IN 47150 (hereinafter referred to as "Holder") the principal sum of \$214,000.00 (TWO HUNDRED FOURTEEN THOUSAND DOLLARS) in lawful money of the United States. The principal balance of this Note outstanding shall bear interest (computed on a daily basis) from date of execution until paid at prime plus 1.0% per annum.

Debtor agrees to remain and continue bound for the payments of the principal of this Note notwithstanding any extension or extensions of the time of the payment of said principal, or any change or changes in the amount or amounts to be paid under and by virtue of the obligation so provided for in this Note, or any change or changes by way of release or surrender of any collateral, real or personal, held as security for the payment of this Note, and waives all and every kind of notice or such extension or extensions, change or changes:

Debtor waives presentment, notice of dishonor, protest, notice of protest and diligence in collection, and all exemptions, whether homestead or otherwise, which it may now or hereafter be entitled under the laws of the Commonwealth of Kentucky or any other states:

Debtor agrees, upon default, to pay all costs of collecting, securing or attempting to collect or secure this Note, including reasonable attorney's fees, whether same be collected or secured by suit or otherwise, providing the collection of such costs and fees are permitted by applicable laws.

Debtor further authorizes Holder to apply toward any debt owed under this Note or any prepayment of the same which Holder may elect at its sole discretion, any and all sums representing commissions or wages or advances due and owing Debtor, either currently on the books of Holder, or hereafter earned by Debtor.

This Note is to be construed and enforced according to the laws of the Commonwealth of Kentucky. Any action, claim, lawsuit or dispute shall be brought in a court of proper jurisdiction in Jefferson County, Kentucky.

STATE OF Texas )  
COUNTY OF Bell ) SS  
                      )

I, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing document was produced to me and acknowledged and delivered before me by Steve Willomberg, on the 4 day of September, 2008, to be his free act and deed.

My Commission Expires: 3/4/12



7

~~NOTARY PUBLIC~~

TOTAL P-01

TOTAL P.01